

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

Chemoil Latin America Inc.	§	
	§	
Plaintiff,	§	
	§	C.A. NO.
v.	§	
	§	
Cinque Terre Financial Group Ltd. and its	§	IN ADMIRALTY, Rule 9(h)
alter egos Ruben Alejandro Goldstein (a/k/a	§	
Alex Goldstein) and Alessandro Bazzoni	§	
(collectively "CTFG")	§	
	§	
Defendants, and	§	
	§	
SK Energy Americas, Inc.	§	
	§	
Garnishee.	§	

**VERIFIED COMPLAINT WITH REQUEST FOR ISSUANCE OF  
PROCESS OF MARITIME ATTACHMENT AND GARNISHMENT**

Chemoil Latin America Inc ("Chemoil") hereby brings this action against defendant Cinque Terre Financial Group Ltd. including its alter egos Ruben Alejandro Goldstein (a/k/a Alex Goldstein) and Alessandro Bazzoni (collectively herein "CTFG") all *quasi in rem* pursuant to Supplemental Rule B for Certain Admiralty and Maritime Claims and for a cause of action states as follows:

**Jurisdiction and Venue**

1. This is an action within this Court's admiralty jurisdiction pursuant to 28 U.S.C. § 1333 and is an admiralty or maritime claim within Supplemental Rule B and Fed. R. Civ. P. 9(h).
2. Venue is proper in this Court because the Garnishee is located and can be found in this District and because property in which CTFG has an interest, namely, accounts payable

from the Garnishee, is or soon will be in this District. CTFG including its alter egos cannot be found in this District within the meaning of Supplemental Rule B.

### **The Parties**

3. Chemoil is a corporation with its offices in Panama City, Panama which buys and sells fuel for the provision to and operation of ocean-going vessels.

4. CTFG is or was a British Virgin Islands corporation. Its alter egos, Ruben Alejandro Goldstein (a/k/a Alex Goldstein) and Alessandro Bazzoni have by information and belief used the name of CTFG to purchase and resell, as detailed herein, certain cargoes of naptha, including from Petroperu and to Garnishee, as detailed herein.

5. Garnishee SK Energy Americas ("Garnishee") is an entity with an office located in this District which holds accounts which are the property of and/or owing to CTFG (including its alter egos).

### **Facts**

6. Chemoil entered into a contract dated 15 August 2014 as sellers with CTFG as buyers for the sale and purchase of 40,000 barrels +/-10% in Buyer's option of Medium Gas Oil (MGO) for delivery on FOB Incoterms via pump out from Decal Taboguilla via two separate barge loadings Panama between 19-28 August 2014 (the "Contract"). This MGO was for use on ocean-going vessels and therefore the contract for its sale was and is a maritime contract.

7. Chemoil delivered to CTFG a total of 40,548.401 barrels of MGO by way of a first delivery of 22,611.891 barrels on 21 August 2014 and a second delivery of 17,936.510 barrels on 24 August 2014 and issued its invoices in respect of each of the deliveries on 17 September 2014 (albeit dated 31 August 2014). These invoices totalled US\$4,948,502.41.

8. CTFG made only one payment to Chemoil of US\$1,000,000 against the outstanding amount, leaving a balance of US\$3,948,502.41 due and owing (not including interest).

9. After many months of correspondence with CTFG in which a payment plan was discussed, it became evident that CTFG did not intend to honor any of its promises.

10. On or about February 10, 2017, however, CTFG purchased 220,000 bbls of naptha from Petroperu, the state oil company of Peru, at a price that is US\$2/bbl above the market price. A copy of the Petroperu confirmation of this purchase is Exhibit A hereto, naming Alex Goldstein as the contact for CTFG.

11. The naptha cargo purchased by CTFG is or very soon will be loaded aboard a vessel in Peru, chartered by Garnishee. Chemoil believes that, according to standard commercial transactions of this type, Garnishee will upon loading of the naptha cargo transfer to CTFG payment for the cargo.

**Count I – Breach of Maritime Contract**

12. Chemoil incorporates the above paragraphs as if fully set forth herein.

13. CTFG including through its alter egos has breached its maritime contract with Chemoil as set out above. Despite repeated demand, Chemoil remains unpaid.

14. Chemoil therefore demands judgment, as set out more fully below.

**Count II: Maritime Attachment and Garnishment (Rule B)**

15. Chemoil incorporates the above paragraphs as if specifically set forth herein.

16. This Court should order the issue of a writ of maritime attachment and garnishment to Garnishee(s) to attach the property ( including accounts payable) held or owed by Garnishee for or to CTFG including its alter egos.

17. CTFG cannot be found within this District within the meaning of Rule B, and has pendency of this action, property and/or assets in this jurisdiction consisting of cash, funds, freight, hire, and/or credits in the hands of Garnishee, a garnishee in this District.

**Prayer for Relief**

WHEREFORE, Chemoil prays:

A. That in response to Count I, this Court enter judgment against CTFG and in favor of Chemoil in the amount of at least **US\$3,948,502.41** plus an additional 50% as provided in Supplemental Admiralty and Maritime Rule E, to allow for accrued interest, fees and costs;

B. That in response to Count II, since CTFG cannot be found within this District pursuant to Supplemental Rule B, this Court maintain the Process of Maritime Attachment and Garnishment pursuant to Rule B and served on Garnishee, attaching all of CTFG's tangible or intangible property or any other funds held by such garnishee, up to the amount of at least the amount demanded herein to secure Chemoil's claims, and that this Court require Garnishee to appear and, pursuant to Supplemental Rule B, answer the matters alleged in the Verified Complaint;

C. That as provided in Supplemental Rule B, that such person over 18 years of age be appointed as moved for herein pursuant to Supplemental Rule B and Fed.R.Civ.P. 4(c) to serve any supplemental process of Maritime Attachment and Garnishment in this action; and

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D. That this Court award Chemoil such other and further relief that this Court deems just and proper.

Dated: March 14, 2017.

/s/ J. Stephen Simms  
J. Stephen Simms (*pro hac vice*)  
Simms Showers LLP  
201 International Circle, Suite 250  
Baltimore, Maryland 21030  
Telephone: 410-783-5795  
Facsimile: 410-510-1789  
[jssimms@simmsshowers.com](mailto:jssimms@simmsshowers.com)

Attorneys for Naiad Maritime Co.

### **VERIFICATION**

I am a Principal of the law firm Simms Showers LLP, counsel to Plaintiff.

The facts alleged in the foregoing First Amended Verified Complaint are true and correct to the best of my knowledge and information based upon the records of Plaintiff made available to me by Plaintiff. Authorized officers of Plaintiff are not readily available in this District to make verifications on Plaintiff's behalf. I am authorized to make this verification on Plaintiff's behalf. I further certify that, pursuant to Supplemental Rule B, I caused a search to be made of electronic records and Directory Assistance for addresses and telephone numbers in the Middle District of Florida. There is no record of any general or resident agent authorized to accept service of process for any Defendant in this District.

Pursuant to 28 U.S.C. § 1746(1), I solemnly declare under penalty of perjury that the foregoing is true and correct.

Executed on March 14, 2017.

/s/ J. Stephen Simms

J. Stephen Simms

Petróleos del Perú - PETROPERU S.A.



SSVI-0445-2017  
FEBRUARY 10<sup>TH</sup>, 2017

**CINQUE TERRE FINANCIAL GROUP LTD.**  
**ATTN.: ALEX GOLDSTEIN**

**REF: PETROPERU TENDER INVITATION SSVI-0364-2017/TENDER-009-2017 DATED FEBRUARY 06<sup>TH</sup>, 2017; AND YOUR OFFER DATED FEBRUARY 09<sup>TH</sup>, 2017.**

WE ARE PLEASED TO INFORM CINQUE TERRE FINANCIAL GROUP LTD. THAT PETROPERU HAS AWARDED CINQUE TERRE FINANCIAL GROUP LTD. THE FOLLOWING FOB SALE:

1. **PRODUCT AND QUANTITY:** ONE CARGO OF 220,000 BBLs +/- 10% (AT PETROPERU'S OPTION) OF VIRGIN NAPHTHA TO BE DELIVERED FOB TALARA (INCOTERMS 2000).
2. **BUYER:** CINQUE TERRE FINANCIAL GROUP LTD.
3. **LOADPORT & LAYCAN:** TALARA, PERU DURING MARCH 08<sup>TH</sup>/12<sup>TH</sup>, 2017. A THREE DAY LAYCAN WILL BE NARROWED BY CINQUE TERRE FINANCIAL GROUP LTD. BY MARCH 02<sup>ND</sup>, 2017.

**IMPORTANT NOTE:**

THIS PRODUCT MUST BE EXPORTED FROM PERU. IT IS NOT PERMITTED TO DELIVER THIS CARGO TO ANY PERUVIAN PORT.

THE DELAY IN THE ARRIVAL OF THE VESSEL IN REGARD TO CONTRACTUAL LAYCAN, EXCEPT IN CASE OF FORCE MAJEURE, AS PER ITEM 20 OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB IMPORTS OF CRUDE OIL AND PETROLEUM PRODUCTS, IS IMPUTABLE TO THE BUYER, PETROPERU S.A WILL CHARGE THE AMOUNT OF US\$ 1,200 PER HOUR OR FRACTION. SUCH CALCULATION SHALL START FROM 00:00 HOURS OF THE DAY FOLLOWING THE LAST DATE OF THE CONTRACTUAL LAYCAN. ADDITIONALLY, BUYER WILL RECOGNIZE PETROPERU S.A ALL THE OPERATIVE COSTS INCURRED FOR SUCH DELAY AND PETROPERU S.A RESERVES THE RIGHT TO EXECUTE THE INDEMNITY CLAUSE OF THE AWARD.

4. **PRICE:**

THE FOB TALARA (INCOTERMS 2000) PRICE TO BE DETERMINED UPON THE AVERAGE OF THE MEAN POSTINGS AS PUBLISHED BY PLATT'S OILGRAM U.S. MARKETSCAN FOR + UNL 87 (CURRENT RVP) (DATA CODE: PGACU00) + UNDER + GULF COAST WATERBORNE + AND EFFECTIVE ON B/L DATE OF THE CARGO, THE QUOTATION PUBLISHED IMMEDIATELY BEFORE THE B/L DATE AND THE QUOTATION PUBLISHED IMMEDIATELY AFTER THE B/L DATE, CONVERTED TO US DOLLARS PER BARREL, MINUS A DISCOUNT OF 11.20 US DOLLARS PER BARREL (ELEVEN POINT TWENTY US DOLLARS PER BARREL).

IN THE EVENT THE BILL OF LADING DATE FALL ON A DAY WHEN PLATT'S DOES NOT PUBLISH, THEN FOR PRICING PURPOSES ONLY THE PRICE WILL BE CALCULATED UTILIZING THE TWO EFFECTIVE PUBLISHED PRICE QUOTES IMMEDIATELY PRIOR TO THE BILL OF LADING DATE AND ONE EFFECTIVE PUBLISHED PRICE QUOTE IMMEDIATELY FOLLOWING THE BILL OF LADING DATE. THREE SEPARATE EFFECTIVE PUBLISHED PRICE QUOTES SHALL ALWAYS BE USED.

5. **PAYMENT TERMS:**

PAYMENT IN ADVANCE AT LEAST TWO (02) DAYS BEFORE START LOADING OPERATION, BASED ON MAX. CONTRACTUAL VOLUME (240 MB).

NOTE: ADJUST PAYMENT WILL BE DONE NO MORE EIGHT (08) WORKING DAYS AFTER BILL OF LADING DATE.



# Exhibit A

"ISO 9001:2008, AT THE FOREFRONT IN CUSTOMER SATISFACTION AND INDUSTRY STANDARDS"

Av. Enrique CanavalMoreyra N° 150, Lima 27 - Perú  
Telfs.: (511) 630-4000 / 614-5000  
Portal empresarial: www.petroperu.com.pe  
Sociedad inscrita en la Partida N°11014754 del Registro de Personas Jurídicas





**SSVI-0445-2017****6. DOCUMENTATION REQUIREMENTS:**

AS PER ITEM 15 OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB IMPORTS OF CRUDE OIL AND PETROLEUM PRODUCTS.

**7. QUALITY VIRGIN NAPHTHA :**

QUALITY	MIN.	MAX.	PROM.	ASTM METHOD
SPECIFIC GRAVITY AT 60 FD	0,699	0,751	0,721	D-1298
RVP AT 100 FD, PSI	--	10,0	9,1	D-323 / D-5191
COPPER STRIP CORROSION	--	1	1a	D-130
SULPHUR, WT. PCT.	--	0,015	0,003	D-4294 / D-2622
LEAD, PPB	--	40	15,0	IP-224 / D-3116
SAYBOLT COLOR	+20	--	+29	D-156 / D-6045
HYDROC. TYPE, VOL PCT				
OLEFINS	--	1,0	1,0	D-6730
N+A	41,0	--	42,7	D-6730
DISTILLATION, CD				D-86
IBP	33	--	38,0	
10 PCT	60	--	67,0	
50 PCT	--	120	100,0	
90 PCT	--	160	125,0	
FBP	--	170	142,0	
Vol. RECOVERED	96,0	--	97,5	
Vol. RESIDUE	--	2,0	1,4	

\*AVERAGE QUALITY FROM JANUARY SINCE DECEMBER 2016

**IMPORTANT NOTE:**

THE QUALITY OF THE PRODUCT MUST BE DETERMINATED BY A REPRESENTATIVE COMPOSITE SHORE TANK.

**8. INSPECTION**

ASPER ITEM 8 OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB IMPORTS OF CRUDE OIL AND PETROLEUM PRODUCTS.

**9. PORT RESTRICTIONS:**

PORT	DRAFT (FEET)	LOA (FEET)	MAXIMUM DISPLACEMENT
TALARA (LIQUID CARGO DOCK)	35.00	631.00	45,000 MT(*)

(\*) ENTRY OR EXIT OF THE PIER

**10. VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:**

CINQUE TERRE FINANCIAL GROUP LTD. MUST COMPLY WITH ITEM 12.1 (FOB SALE) OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB IMPORTS OF CRUDE OIL AND PETROLEUM PRODUCTS.

THE VESSEL MUST COMPLY WITH THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY (ISPS) CODE, EFFECTIVE JULY 01ST, 2004.

**11. DEMURRAGE**

AS PER ITEM 12.5 OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB IMPORTS OF CRUDE OIL AND PETROLEUM PRODUCTS.

DEMURRAGE AND POST DEAL EXPENSE CLAIMS



**SSVI-0445-2017**

PLEASE CONTACT PETROPERU'S DEMURRAGE TEAM WITH SUBJECT LINE TO READ: TYPE OF CLAIM E.G. PETROPERU DEMURRAGE, DEVIATION CLAIM. VESSEL NAME/ B/L DATE/ LOADPORT AND/OR DISPORT.

Contacts	Email
Arturo Muñoz Rodríguez	amunoz@petroperu.com.pe
Yusko Toscano Ludena	ytoscano@petroperu.com.pe

**12. FORCE MAJEURE**

AS PER ITEM 20 OF PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB IMPORTS OF CRUDE OIL AND PETROLEUM PRODUCTS.

**13. OTHER TERMS AND CONDITIONS:**

AS PER PETROPERU TENDER TERMS (REVISION OF JULY 2000).

**14. IMPORTANT NOTES:**

- A. - ANY INFORMATION GIVEN BY CINQUE TERRE FINANCIAL GROUP LTD. AFTER THE AWARD THAT MODIFIES THE CONDITIONS OF THE INVITATION AND/OR OUR AWARD WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION, PETROPERU RESERVES THE RIGHT TO CANCEL THE CONTRACT AND REQUIRE AN INDEMNITY FROM CINQUE TERRE FINANCIAL GROUP LTD. FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU AS A RESULT OF CINQUE TERRE FINANCIAL GROUP LTD.'S FAILURE TO FULFIL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU RESERVES THE RIGHT TO SUSPEND OR EXCLUDE FROM OUR TENDER LIST.
- B. - PETROPERU REQUIRES THAT CINQUE TERRE FINANCIAL GROUP LTD. PERFORMS ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY; OTHERWISE PETROPERU RESERVES THE RIGHT TO SUSPEND CINQUE TERRE FINANCIAL GROUP LTD. AND REQUIRE AN INDEMNITY FROM CINQUE TERRE FINANCIAL GROUP LTD. FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU AS A RESULT OF CINQUE TERRE FINANCIAL GROUP LTD.'S FAILURE TO FULFIL ITS CONTRACTUAL OBLIGATIONS.
- C. - THE FAILURE OF THE WINNER TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 3, WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU MAY APPLY ITEM 14 OF THIS AWARD.

15. THE CONTRACT WILL BE INTEGRATED BY OUR INVITATION SSVI-0364-2017/TENDER-009-2017 DATED FEBRUARY 06<sup>TH</sup>, 2017, YOUR OFFER DATED FEBRUARY 09<sup>TH</sup> 2017, THIS AWARD, AND PETROPERU'S TENDER TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/FOB IMPORTS OF CRUDE OIL AND PETROLEUM PRODUCTS. IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT OR AGREEMENT.

16. AFTER THE AWARD AND DURING THE ACTIVITIES BEFORE, DURING OR AFTER THE LOADING IF YOU HAVE ANY COMPLAINT PLEASE WRITE TO THE FOLLOWING ADDRESS: AMUNOZ@PETROPERU.COM.PE SO WE CAN ASSIST YOU.

PLEASE ACKNOWLEDGE THE RECEIPT OF THIS AWARD BY E-MAIL  
BEST REGARDS,

  
AUGUSTO NUÑEZ ZELA – MANAGER  
INTERNATIONAL TRADE  
PETRÓLEOS DEL PERÚ-PETROPERU S.A.

